

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF NORFOLK

PEARL Y. GLASGOW,

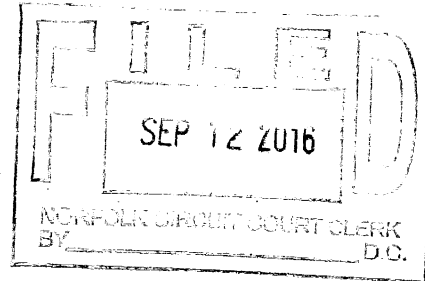
Plaintiff,

v.

Case No. CL 16-9080

Wal-Mart Stores East, LP

Defendant



ANSWER

Without waiving its contemporaneously filed Objection to Venue and Motions to Transfer, Wal-Mart Stores East, LP ("Walmart"), by counsel, states as follows for its Answer to Plaintiff's Complaint:

1. Walmart is without sufficient information to admit or deny the allegations in Paragraph 1 of the Plaintiff's Complaint, and therefore, denies the allegations contained in Paragraph 1 of the Plaintiff's Complaint.
2. Walmart admits that it operated the premises at 2021 Lynnhaven Parkway in Virginia Beach, Virginia. The remaining allegations in Paragraph 2 of the Complaint are denied.
3. Walmart admits the allegations in Paragraph 3 of the Plaintiff's Complaint.
4. Paragraph 4 of the Plaintiff's Complaint contains legal conclusion for which no response is necessary. To the extent Paragraph 4 makes any allegations, they are denied.
5. Walmart denies the allegations contained in Paragraph 5 of the Plaintiff's Complaint.



6. Walmart denies the allegations contained in Paragraph 6 of the Plaintiff's Complaint.

7. Walmart denies the allegations contained in Paragraph 7 of the Plaintiff's Complaint.

8. Walmart denies the allegations contained in Paragraph 8 of the Plaintiff's Complaint.

9. Walmart denies the allegations contained in Paragraph 9 of the Plaintiff's Complaint.

10. Walmart denies the allegations contained in Paragraph 10 of the Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

11. The Plaintiff was guilty of contributory negligence that was a proximate cause of the incident.

12. Any alleged defective condition was open and obvious.

13. The accident was caused by the actions of another or others over whom Walmart had no control.

14. The Plaintiff has failed to mitigate her damages.

15. The Plaintiff was not injured to the extent alleged, if at all.

16. Walmart denies that it is indebted to the Plaintiff in any manner or for any amount.

17. Walmart avers that it will rely upon all affirmative defenses which it may be afforded and as may be supported by evidence adduced at trial, through discovery, or otherwise.

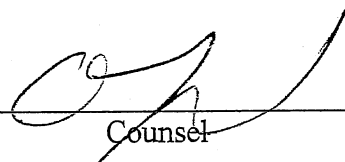
18. Walmart denies any allegations contained in the Plaintiff's Complaint not specifically admitted herein.

19. Walmart reserves the right to assert at trial any and all properly provable defenses it may have to this action and further reserves the right to amend its Answer accordingly if it be so advised.

WHEREFORE, for the foregoing reasons Walmart denies it is liable to the Plaintiff in any amount whatsoever and moves that this action be dismissed and the Plaintiff be ordered to pay the costs incurred by Walmart.

TRIAL BY JURY IS REQUESTED.

WAL-MART STORES EAST, LP,

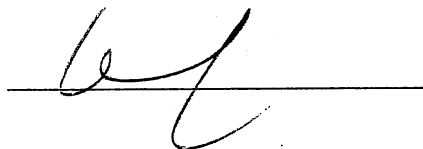
By 
Counsel

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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Answer was mailed via first class mail, postage prepaid, this 9 day of September, 2016, to:

William D. Breit (VSB # 17814)
Breit Law, PC
5544 Greenwich Road, Suite 100
Virginia Beach, VA 23462
(757) 456-0333
(757) 456-0002 – Fax

A handwritten signature in black ink, appearing to be 'W.D. Breit', is written over a horizontal line.